

Remarks/Arguments:

Claims 1-3, 6-12 and 15-31 stand rejected under 35 U.S.C. § 103(a) as obvious over Reilly (U.S. Patent No. 6,427,164) and Nielson (U.S. Patent No. 6,405,243). It is respectfully submitted, however, that the claims are patentable over the art of record for the reasons set forth below.

Applicants' invention, as recited by claim 22, includes a feature which is neither disclosed nor suggested by the art of record, namely:

...using a first provider server, which receives and stores e-mails sent to a first e-mail address of a client, and a second provider server, which receives and stores e-mails sent to a second e-mail address of said client,...

...invalidating the first e-mail address as set in the first provider server such that the first provider server no longer receives and stores e-mails sent to the first e-mail address...

...wherein until the email address set in the first provider server is invalid as said client's address, said address change notification deputization service server checks whether the e-mail is sent through the first provider server, based on the path taken by an e-mail through the sender's e-mail server, and makes a notification to the sender of the e-mail to notify that the e-mail address of said client is changed to said second e-mail address only in the case that the e-mail is sent through the first provider server.

This feature is found in the originally filed application at page 28, line 23 through page 29, line 24. No new matter has been added.

Reilly discloses an e-mail forwarding method. The method includes automatically resending to a new and valid e-mail address an e-mail that was originally sent to an "invalid" e-mail address. (See Reilly column 4, line 47). The new, valid e-mail address is registered with an address server. Therefore, in Reilly, the old e-mail address is "invalid."

Despite Reilly's express description of the old e-mail address as being "invalid," the Examiner argues that Reilly's old e-mail address is valid "[b]ecause if the address was 'not valid' then it would not have reached [] the first provider server in the first place." See paragraph 16 of the Office Action. Claim 22,

however, recites that the first provider server is valid in that it "receives and stores e-mails sent to the first e-mail address." Reilly's old e-mail address is not valid in the sense that it both receives and stores e-mails sent to the old e-mail address. When Reilly's old provider server receives an e-mail sent to the old e-mail address, it may not store the e-mail but may only forward it. Accordingly, Reilly's old provider server does not receive and store e-mails sent to the old e-mail address.

Further, in Reilly, the old e-mail address is always "invalid." That is, Reilly's server is designed to forward e-mails during the time period *after* the e-mail address has become invalid (i.e., when it is no longer able to store e-mails sent to the old e-mail address). This is different from Applicants' claim 22 because Applicants' claim 22 requires invalidating the first e-mail address such that the first provider server no longer receives and stores e-mails sent to the first e-mail address. The server notifies the sender of the e-mail that the e-mail address has been changed "until the e-mail address set in the first provider server is invalid as said client's address." Thus, Applicants' server sends notice during the time period *before* the e-mail address has become invalid while Reilly forward e-mails during the time period *after* the e-mail address has become invalid.

Nielson discloses a method of forwarding an e-mail message to an updated address. Using Nielson's method, after changing e-mail addresses, a recipient registers the new e-mail address in an address change server. A sender who wants to send an e-mail to the recipient can send an e-mail to the address change server requesting the new e-mail address and the address change server replies back to the sender with the requested address. Nielson also does not disclose notifying that the e-mail address is changed "until the e-mail address set in the first provider server is invalid as said client's address" nor does the Examiner argue that Nielson discloses a first provider server which receives and stores e-mails sent to a corresponding first e-mail address.

Accordingly, for the reasons set forth above, claim 22 is patentable over the art of record. Claims 1, 10, 19, 20, 21, 23, 24 and 25, while not identical to claim 22, include features similar to claim 22. Accordingly, claims 1, 10, 19, 20, 21, 23, 24 and 25 are also patentable over the art of record for the reasons set forth above.

Claims 2-3 and 6-9 include all the features of claim 1 from which they depend. Claims 11-12, 15-18, 27 and 30 include all the features of claim 10 from which they depend. Claims 28 and 31 include all the features of claim 21 from which they depend. Thus, claims 2-3, 6-9, 11-12, 15-18 and 26-31 are also patentable over the art of record for the reasons set forth above.

Claims 1, 10 and 19-25 have been amended to remove any alleged indefiniteness, thus obviating the rejection. Withdrawal of the § 112 rejection is, therefore, respectfully requested.

In view of the amendments and arguments set forth above, the above-identified application is in condition for allowance which action is respectfully requested.

Respectfully submitted,

RatnerPrestia



Allan Ratner, Reg. No. 19,717
Attorney for Applicant

AR/DK/dmw

Dated: January 3, 2008

P.O. Box 980
Valley Forge, PA 19482-0980
(610) 407-0700

MJC_204196_1